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MICHELLE "MICKI" UTSLER, COUNTY RECORDER
MADISON IOWA

Return To:

Prepared By: Todd R. Hagan, P.E., Madison County Engineer, 1105 E. Court Ave., Winterset, Iowa 50273, Telephone: (515) 462-1136

CONTRACT

THIS AGREEMENT made and entered into this 9th of MARCH, 2005 A.D.

by and between LAWRENCE D. MOLLN AND SHELLEY R. MOLLN

of the County of Madison, State of Iowa, party of the first part and the Madison County Board of Supervisors acting for Madison County, party of the second part.

WITNESSETH:

For good and valuable consideration, the party of the first part hereby agrees to sell and to give an easement or deed to the county for use as a Public Highway the real estate situated in the County of Madison, State of Iowa, to wit:

In Section 20 Township 76N Range 27W Beginning at

Station 4+02.36 to Station 4+50.00 a strip 33.00 - 40.00 feet wide Left side, from
Station 4+50.00 to Station 5+00.00 a strip 40.00 feet wide Left side, from
Station 5+00.00 to Station 5+50.00 a strip 40.00 - 50.00 feet wide Left side, from
Station 5+50.00 to Station 6+50.00 a strip 50.00 - 62.00 feet wide Left side, from
Station 6+50.00 to Station 7+25.00 a strip 62.00 - 125.00 feet wide Left side, from
Station 7+25.00 to Station 9+09.08 a strip 125.00 - 131.11 feet wide Left side, from

AND

Station 4+93.07 to Station 6+75.81 a strip 0.00 - 45.71 feet wide Right side, from
Station 6+75.81 to Station 7+60.77 a strip 45.11 - 68.04 feet wide Right side, from
Station 7+60.77 to Station 9+51.10 a strip 68.04 - 3.32 feet wide Right side, from

Measured from centerline of proposed highway as shown on plans and Right of Way Acquisition Plat for Project No. BROS-CO61(65)--8J-61.

Party of the first part agrees that the County may take immediate possession of the above-described real estate and further agrees to convey same to the County for the consideration hereinafter named, on or before the _____ day of _____, 2005.

The County agrees to purchase the above-described real estate and take easement or deed thereto for road purposes and to pay therefore upon delivery of easement or deed, showing merchantable title.

Approximately 0.93 acres at \$ 6,037.20 per acre \$ 5,614.60
Approximately 29.19 rods of new fence at \$ 42.00 per rod \$ 1,225.98
Other: Damage to Lot Building Site \$ 11,159.42
TOTAL.....\$ 18,000.00

*NOTE: Madison County or its agents will rip rap East bank of local waterway adjacent to fore slopes of roadway adjoining the property of Lawrence D. Molln and Shelley R. Molln located NE SE W OF RD EX LOT IN SECTION 20-76-27. (400 4000 72082021000 00). It is understood and agreed that the work will be done without expense to the landowner. All work by county forces or its' agents shall be performed in a neat workmanlike manner. It is mutually understood that this agreement does not constitute a perpetual maintenance obligation by the County for the landowners' property.

Should the acreage taken for highway or fencing be more or less than shown above, same is to be paid for at the agreed unit prices. Should the highway as finally located require none of the real estate described, this contract becomes null and void. Party of the first part agrees to pay all liens and assessments against the property including taxes payable to the date agreed. Party of the first part is hereby notified of their right of renegotiation pursuant to the provisions of Iowa Code Chapter 6B.

This contract will be null and void if a construction contract for the project is not entered into by Madison County by July 1, 2006.

IN WITNESS WHEREOF, Party of the First Part, does hereby set his/her/their hands to this instrument on this 9th day of MARCH, 2005, at WINTERSSET, Iowa.

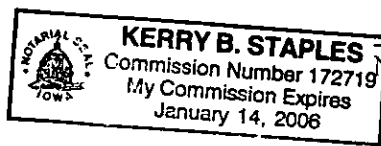
Lawrence D. Molln
Name: LAWRENCE D. MOLLN

Shelley R. Molln
Name: SHELLEY R. MOLLN

Party of the First Part

STATE OF IOWA)
) ss
COUNTY OF MADISON)

On this 9TH day of MARCH, 2005, before me, the undersigned a Notary Public in and for said County and State personally appeared LAWRENCE D. MOLLN AND SHELLEY R. MOLLN, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Kerry B. Staples
Notary Public in and for the State of Iowa

IN WITNESS WHEREOF, the Party of the Second Part, does hereby set their hand to this instrument on this 19 day of April, 2005, at Winterset, Iowa.

MADISON COUNTY
BOARD OF SUPERVISORS

BY: [Signature]
STEVE RAYMOND, Chairman

BY: [Signature]
JOAN WELCH, Madison County Auditor

Party of the Second Part

STATE OF IOWA)
) ss
COUNTY OF MADISON)

On this 19th day of April, 2005, before me, Kerry B. Staples, a Notary Public in and for the State of Iowa, personally appeared STEVE RAYMOND and JOAN WELCH, to me personally known, and who, being by me duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor, respectively, of the County of Madison, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its Board of Supervisors, under Roll Call Vote of the Board of Supervisors on the 19th day of April, 2005, and STEVE RAYMOND and JOAN WELCH, acknowledged the execution of the instrument to be their voluntary act and deed, and the voluntary act and deed of the corporation, by it voluntarily executed.

Kerry B. Staples
Notary Public in and for the State of Iowa

